REMARKS

After careful consideration of the outstanding Office Action, this application has been amended accordingly, and favorable reconsideration on the merits thereof is at this time respectfully requested.

At page 2 of the Office Action, under the caption "Drawings," the Examiner noted the absence of reference numeral "14" which is mentioned in the specification at page 4. Reference numeral "14" has been added to the "Replacement Sheet" filed herewith. Accordingly, the latter issue is believed moot.

The remaining issue is the rejection of "Claims 1-15 and 17" under 35 U.S.C. § 103(a) over the patents to Willson et al. (6,102,554) in view of Gulliksen (4,257,086) and Ashby et al. (4,306,511).

The undersigned readily admits that the patents to Willson et al. and Gulliksen disclose conventional or known iris diaphragms in which the leaves are provided with pins mounted at either end. "Under Section 103, the scope and content of the prior art are to be determined; differences between the prior art and claims at issue are to be ascertained; and the level of ordinary skill in the pertinent art resolved. Against this background, the obviousness or nonobviousness of the subject matter is determined." Graham v. John Deere Co. of Kansas City, 383 U.S. 1, 17-18, 148 USPQ 459, 467 (1966). Accordingly, the "scope and content of the prior art" patents to Willson et al. and Gulliksen fail individually and collectively to render new independent claim 18 obvious because the "differences" between the prior art and the claims (claim 18) at issue" are not reflected therein. More specifically, the earlier recited "burst hole joint" of independent claim 1 is recited in independent claim 18 as being defined by a tubular connecting portion punched from the material of an associated leaf which is received in an associated opening and a terminal end thereof is folded back "to effect a secure free pivotal connection." The latter quoted portion of the penultimate limitation of claim 18 more specifically defines the "first means for freely pivotally connecting each leaf first end portion to one of said annular base and annular rotatable

element" of the third clause of claim 18. Therefore, the two latter quoted portions of claim 18 clearly define those "differences" which the undersigned considers novel and unobvious over all three prior art patents applied in the outstanding Office Action.

Before moving on to the patent to Ashby et al., the undersigned is struck by the following comment of the Examiner concerning the patent to Gulliksen. The Examiner states "Gulliksen teaches for example in fig. 3, a fastening means or any suitable fastening means (26 and 28, col. 3, ln. 32-34)." Though the Examiner mentions column 3, lines 32 through 34, lines 29 through 34 read as follows:

> Each of the leaves further includes attaching pins as 22 and 24 (FIGS. 3 and 8) of a shape suitable for engaging respective openings as 14 and 16 in the mounting base 12. The pins when thus engaged may be secured in place by suitable fastening means such as, for example, snap rings as 26 and 28 shown in FIG. 3.

The latter-quoted description is not a description of "any suitable fastening means," but rather conventional fastening means in which each pin 22 (Figure 8) is integrally united to an associated leaf 18 and is secured in position after passing through the apertures or openings 14 and 16 by the snap rings 26 and 28. The "suitable fastening means" described in line 33 is exemplified in line 34 by the "snap rings as 26 and 28." Thus, the language specified by the Examiner deals with "any suitable fastening means" for securing pins and not to alternatives to pins. When read in context, the phrase "any suitable fastening means" actually means "snap rings," nothing more and nothing less.

The major thrust of the Examiner's rejection appears grounded in the Ashby et al. alleged teaching of "FIG. 1A, a burst whole joint (col. 5, ln. 25-30)." In Ashby et al. (4,306,511), the burst hole joints are not intended to allow and do not allow two sheets to rotate relative to one another as part of a movable joint. The joint is immovable and does not specifically effect **pivotal** movement of any kind and is actually described as being equivalent to spot welding. In the figures, **both** sheets are punched through, and the punch materials of **both** of the sheets are folded with some force against each other to **prevent any** movement . Figures 8 and 13 best

illustrate the fastening of the two sheets to each other and the description beginning at column 4, line 52 is very significant. The sentence bridging columns 4 and 5 is extremely significant in that it not only describes the folded configuration of the two sheets 82, 84, but the fact that the effect is "to complete the **fastener**." As is more specifically defined with respect to Figure 11, the sheets 82 and 84 have extruded therefrom "coaxial cylinders" and the curl die 64 obviously lockingly crimps "the lower edges of the cylinders" together to thereby "form the **fastening**." (See column 5, lines 49-55.) Therefore, this patent is directed to an "**integral fastening system**" which produces a "**fastener**" which immovably joins two or more sheets together akin to and "in competition with other systems, such as spot welding, which produce an all-round strong fastening." The latter is believed a fair and accurate description of "the scope and content of the prior art" patent to Ashby et al. With due respect, the Ashby et al. patent "teaches away" from applicant's invention because a person skilled in the art would certainly be discouraged from following the path set out in Ashby et al. Utilizing the teaching of Ashby et al. in the primary patents would result in a rigid fixed connection between each leaf end and one or the other of the annular base and annular rotator **element**. (In re Gurley, 31 USPQ2d 1130-1132.) Such would result in an immobile fixed iris aperture. With due respect, a person skilled in the art under the guise of obviousness would not render an operative structure (variable iris diaphragms of Willson et al. and Gulliksen) inoperative (fixed) for their intended purposes (variable iris aperture sizes) by utilizing a rigid, immobile, non-pivoting, fixed connection or fastening, which is the only valid teaching of Ashby et al.

In view of the foregoing, the formal allowance of claim 18, as well as each of the claims depending therefrom, is considered proper and would be most appreciated.

The formal allowance of this application at an early date is herewith respectfully requested.

The undersigned has made a *bonafide* effort to place this application in condition for allowance. Upon consideration of this amendment, should the Examiner consider

proceeding otherwise than by way of allowing all of the claims of record, he is requested to telephone the undersigned in order than any alleged issues concerning obviousness/nonobviousness can be resolved by way of a telephone or personal interview. The undersigned will accommodate himself to the Examiner's scheduling.

Very respectfully,

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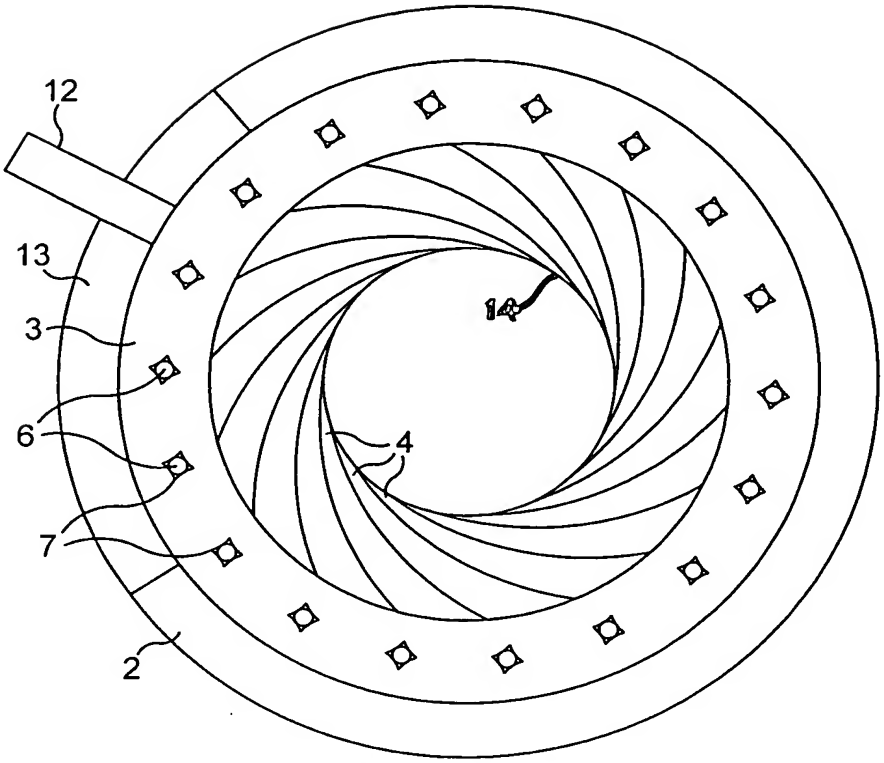

FIG. 2

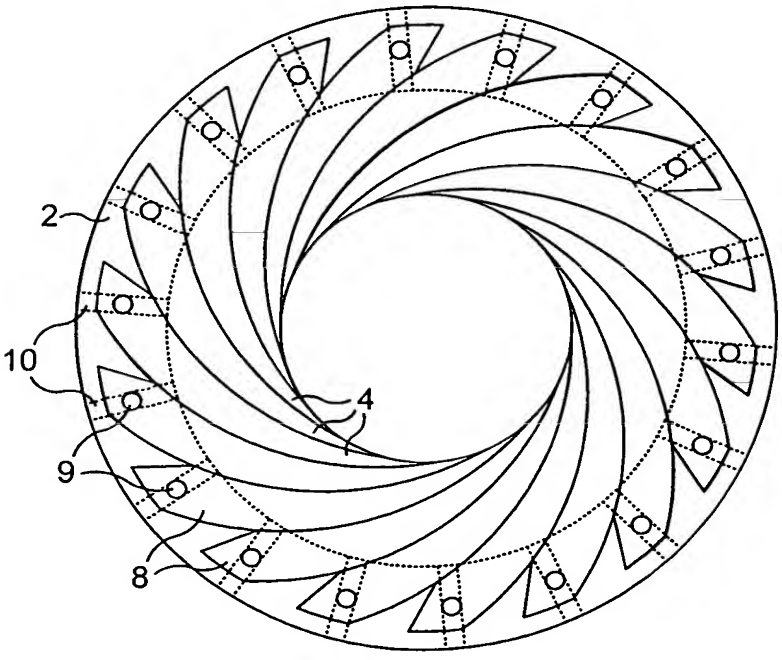

FIG. 3